# PUBLISHING CONTRACTS FOR A POINT-AND-CLICK UNIVERSE

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## WHAT IT IS

The Xanadu Publishing Method has been designed as a rational system for the network selling of copyrighted documents, with unobtrusive automatic royalty.

Thus Xanadu software is specifically concerned with storing and delivering contents and connections between documents in many formats, with ownership, context and rights automatically sorted out.

We are very concerned with the repressive directions of some of the approaches taken to electronic media. Xanadu is defined to empower people, not restrict them, while retaining all rights and compensation for the rightsholders.

There have been several implementations of Xanadu software, none completed as yet, but they all share the same models. While our long-term radical software is looking for refinancing ("Xanadu Heavy"), we are continuing to set up a simpler system ("Xanadu Light") using the same publishing model.
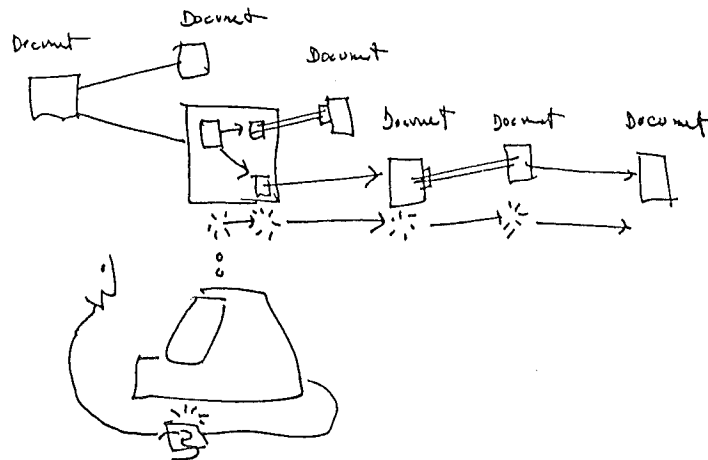
## A POINT-AND-CLICK UNIVERSE

It should be unnecessary to learn commands. We assume that the user can point and click to travel inside a document, or to travel between documents on bridges of interconnection.

## ANY SCREENS AT ALL

The system is intended for the screen user, drawing material from a network forever. No assumptions can be made about the viewing machine or program: there is no way to tell what kind of viewing machine the user has, or compel the use of a specific viewing machine or program, only to recommend them.

(Pic1)

## THE MODEL OF METAMEDIA

Inside the Xanadu publishing docuverse, anyone may publish new documents which use other publishers' materials, without prior permission, provided they stay within the rules.  This includes both quotation by transclusion, and linking of various kinds.

This is done without copying, merely by the use of connections (links and transclusion pointers)

There is no permission required, and no royalty charge, to make a connection to a document; royalty payment is by user for extracting contents bytes.  (However, there is a cost for implementing the connection, paid to the service provider.)

## AUTOMATIC ROYALTY ON ARBITRARY CHUNKS

Royalty to each publisher is automatic for each chunk sent.  The user may ask for a chunk of any size, down to the individual byte, and the royalty for each byte sent to the user will be paid from the user's account to the publisher.

This fine-grained purchase makes it possible for any document to *quote any other merely by pointing to the desired material*, since the quotation can be bought instantly from the original document.

## GENERALIZED AND OPTIMIZED FOR ON-LINE PUBLISHING OF ALL STRUCTURES OF ALL DATA

We assume that the typical user of the Twenty-First Century is sitting at a screen; drawing material out forever; and saving some of it.

We assume that ALL BORDERLINES BETWEEN MEDIA ARE ELIMINATED.  Everything is interactive; "Everything is a movie."  This is a system which allows everything combinable, while still keeping ownership and context sorted out.

## GENERALIZED FOR ALL DATA, ALL STRUCTURES, ALL FORMS OF INTERCONNECTION

There are many so-called "standards for electronic data."  These are all specialized and unsuited to this on-line use.

We assume that the typical document will include text, graphics, audio, video, etc.

We also assume that the typical user will only draw out a small, unpredictable part of each document at a time.

All parts are separated: pure data, markings ("headers," "tags," overlays), links; so that one user's markings on a document do not interfere with another user's markings, for instance.

## TRANSPOSING THE WORLD WE KNOW

This works within existing laws, and extends them by contract into this new realm.

The old roles will be transposed--
    Author; Publisher; Printer and Distributor (now become the Service Provider); reader (now Hypernaut).

## The model of documents.

A document (our literary way of saying "object") may be text, graphics, audio, video, animation and any other form of data.

It may have any structure, including hypertext (non-sequential writing) or hypermedia (branching presentations of other kinds).

**The model of copyright and distribution.**

"Publication" means putting a document on the Xanadu network and making it available to all parties. Publication is a solemn act, solemnized by a contract (below). Once an object is published, any party can draw out any part at any time, with automatic royalty.

## THE CONTRACTUAL BORDER

We build on copyright and the existing law, adding additional features to create the world of allowable interconnection, and with understandings as to the behavior of all parties.

We work inside the existing laws, extending and clarifying them slightly by contracts.

However, there is no obligation on the general public to abide by these understandings. Thus we create a contractual border around the system to ensure that all parties agree to the same forms of ownership, interconnection and fair use.

## THE PARTIES

### The Publisher
By law, a publisher is the individual or firm taking responsibility for the contents of the document and receiving the gross revenue.

### The Author(s)
The author has any relation to the publisher that they mutually choose to define. This is outside the central Xanadu framework.

### The Service Provider (or Vendor, or Supplier)
The licensed Service Provider uses the Xanadu software and billing system, without modification, to provide the services we have designed.

### The Publishing User
WE BELIEVE OUR TYPICAL USER IS BOTH READER AND PUBLISHER; thus this is the standard base contract.

### The Read-Only User
The read-only user signs a contract that bypasses issues of publication, and therefore cannot publish.

### The Private User
The private user rents private storage for private documents, in addition to signing a read-only contract. The private user signs a contract that bypasses issues of publication, and therefore cannot publish.
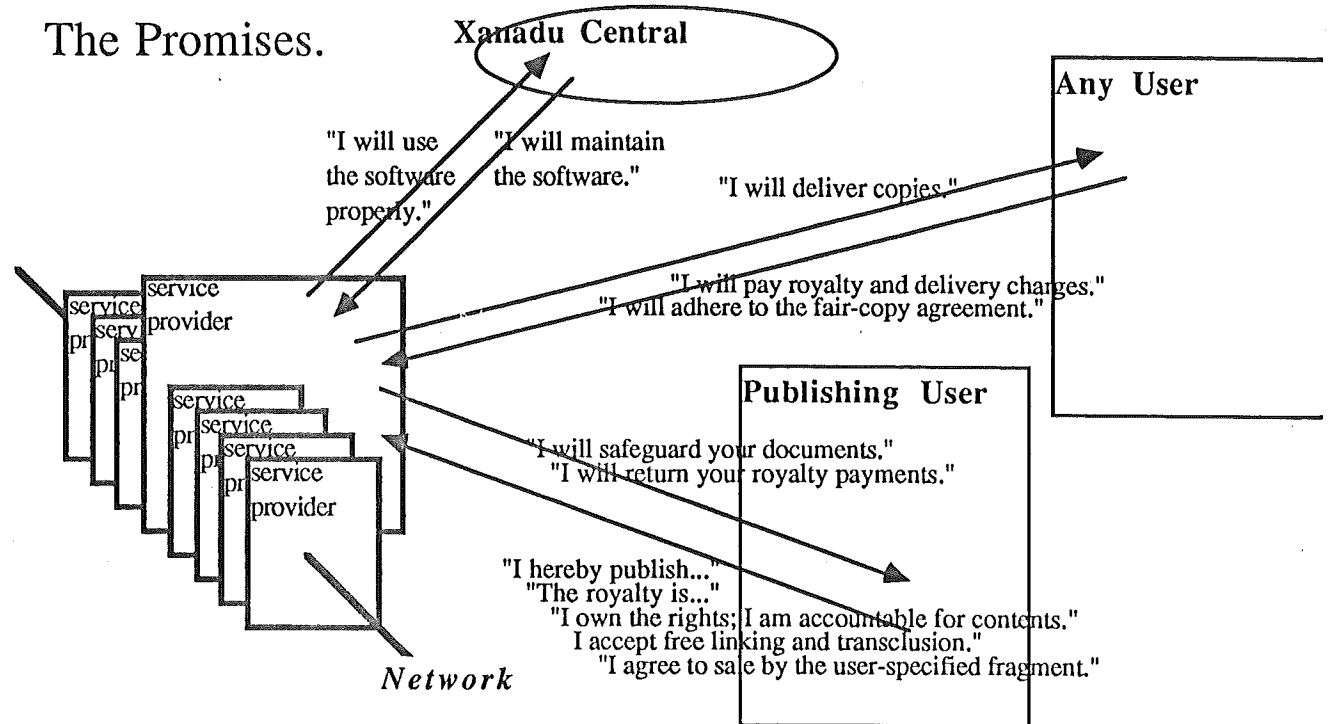
### Xanadu Central
Xanadu Central develops and maintains the software, billing systems, etc., but contracts only with the service providers.

## THE CONTRACTS

The contracts (in their present drafts) are few and simple.

(Pic2)

## The Promises.

Xanadu Central

Any User

"I will use the software properly."

"I will maintain the software."

"I will deliver copies."

service provider

"I will pay royalty and delivery charges."
"I will adhere to the fair-copy agreement."

service provider

**Publishing User**

"I will safeguard your documents."
"I will return your royalty payments."

"I hereby publish..."
"The royalty is..."
"I own the rights; I am accountable for contents."
I accept free linking and transclusion."
"I agree to sale by the user-specified fragment."

*Network*

## THE THREE BASE CONTRACTS

**License from Xanadu Central to Service Provider**
   Service Provider agrees to abide by whole system, safeguard user data, distribute royalties correctly, distribute other funds correctly among other service providers.

**Between Service Provider and Read-Only User (rare, helps to explain)**
   User agrees to pay publisher's royalty price on every downloaded byte.
   User agrees to pay delivery charges to service provider and to network. (Service providers may set their own charges, special deals, etc., to assure a zesty market.)
   User agrees only to XANADU FAIR USE of downloaded material-- one working copy, one printout copy, backup copies as needed.
   User agrees not to redistibute electronically.
   User agrees to pay for other copies (and uses) according to the posted price of the document.
   (Additonal copies by other arrangement).
   (Site licenses by other arrangement).

**Between Service Provider and Private User.** Same as for Read-Only user, plus:
   Private user agrees to pay storage bill for space taken on the system by private material stored.

**Between Service Provider and Publishing User.** Same as for Private user, plus:
   Publisher claims to be rightsholder and asserts copyright.
   Publisher takes responsibility for the contents by a solemn act of publication.
   Both parties agree as to what constitutes Act of Publication (signed paper, voicemail go-ahead or merely a password approval).

**Publisher retains all rights to document outside the Xanadu network,** as well as right to sue for any improper use within Xanadu network. Publisher relinquishes no rights except within the Xanadu publishing realm, as defined by the parties to these contracts.
Publisher sets royalty rate for each specific document. Rates may vary within document.
Material transcluded from other documents sells at the royalty rates set by the original publisher. Royalties go to that publisher.
Publisher reliquishes any control of the order or quantity of sale.

## PUBLISHER AGREES TO PUBLISH FOR A MINIMUM OF THREE YEARS.
Publisher advances disk rental payment for three years with three different service providers. Publisher continually pays the storage bill three years ahead.
Publisher agrees to give three-year notice before depublishing (unless ordered to remove document by a court of competent jurisdiction).
Publisher agrees not to make changes in the document, but to modify it by overlay mode (so old links remain valid).
Publisher agrees to quote from other publications by transclusion pointer, rather than the copying of bytes.
Publisher agrees to pay additional storage and search cost for technical necessities of publishing a connection.
Publisher explicitly relinquishes certain rights (within the Xanadu network only)--
-- control of derivative documents which use publisher's original bytes
-- control of who may connect and quote to this document from within the Xanadu docuverse.
-- control of purchased unit (user many send for any chunk in any sequence).
-- control of appearance on screen or printout (cannot be controlled).
Service provider promises to use the Xanadu software as provided for storage, search and delivery.
Service provider promises to use the Xanadu accounting system provided, which will be auditable and clean.
Service provider agrees to safeguard and take good care of the document and not let it change or come to harm.
Service provider promises not to keep any record as to who reads, or sends for, what.
Service provider promises to pay the stated royalty to the publisher on every byte sale from the object.

Service provider agrees to remand royalties in the correct amounts throughout the network.

Service provider agrees to support copyright lawsuit only by supplying service information to all parties. These will be restricted to date of publication and amount of sale from different parts of the document; no record is kept of what parties accessed the document.

## OTHER HELPFUL CONTRACTS
These are provided for convenience as a possible model, but preclude no other arrangements.

### Between Author(s) and Publisher
Publisher agrees to give author(s) explicit percentage of publisher's royalty, to be collected by Xanadu service providers.

### Between Sevice Provider and Acquisitions Agent
Acquisitions agent agrees to sign up publishers, for a percentage of Service Provider's share.

**ALL PARTIES--** Agree to abide by the law in relevant jurisdictions.